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POOF-Slinky, LLC

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

POOF-SLINKY, LLC,

Plaintiff

v.

A.S. PLASTIC TOYS CO., LTD., ALI FASHIONING TOY STORE, ALI-DREAM TOY STORE, ALI-JETTING TOY STORE, AMY & BENTON TOYS AND GIFTS CO., LTD., BABY SHOPPING EMM STORE, BABY TOY CITY STORE, BABY'S CENTER STORE, BABY-TOY WORLD STORE, BALA BABY FIRST, BAOCHENYI STORE, BB2019 STORE, BEAUTY & ATTRACTION, BELIEVE-FLY TRADING (TOYS) CO., LTD. SHANTOU, BETTER SHOP, BETTER LIFE, BILIDI CO., LTD. STORE, BOXIANGWANJU STORE, BTGEDTL STORE, BUY IN HERE STORE, CHANGED STORE, CHAOZHOU BURTON FOODSTUFF CO., LTD., CHAOZHOU CHAOAN HAPPINESS FOODS CO., LTD., CHAOZHOU CHAOAN LARK TRADE CO., LTD., CHERR TOY STORE, CHILD WONDERLAND STORE, CHILDREN'S GOODS STORE, COME ON 2015, CURIOUS&PROMISING BABY STORE, DALIAN HOLY TRADING CO., LTD., DONGGUAN BOWEN ELECTRONIC

**CIVIL ACTION No.
19-cv-9399 (ER)**

**AMENDED
[PROPOSED]
FINAL DEFAULT JUDGMENT
AND PERMANENT
INJUNCTION ORDER**

TECHNOLOGY LIMITED, DONGGUAN CITY
YISEN PRECISION HARDWARE SPRING CO.,
LTD., ELEVEN 'S HOUSE, ENJOYING+UU STORE,
FAIRYTOY STORE, FRIENDSHIP HXX STORE,
FUNNY TOY STORE STORE, GJCUTE TOY
STORE, GOODGIRL STORE, GREAT
INTERNATIONAL TOYS LIMITED, GUANGDONG
HERSHEY SPRING INDUSTRIAL CO., LTD.,
GUANGDONG K.Y.F TRADING CO., LTD., HABAO
STORE, HANG WING PLASTIC INDUSTRY CO.,
LTD., HAPPINESS CENTER STORE, HAPPYDEAL
STORE, HARBIN YUANLONG IMPORT AND
EXPORT TRADE CO., LTD., HEFEI SAI BEI TE
TRADING CO., LTD., HENGJUN PLASTIC TOYS
MANUFACTORY, HHSMILE STORE, HOW DO
YOU DO STORE, INNOCENCE PARADISE,
JIANGXI BOLAI PLASTIC INDUSTRY CO., LTD.,
JINJIANG SUPERSTARER IMPORT & EXPORT
CO., LTD., JINMING TOYS & CRAFTS IMP.& EXP.
CO., LTD., KIDS PLAYING STORE, LEFT MAGIC
TRICK STORE, LEGE TRICK FACTORY STORE,
LEORX PLAYTOY STORE, LICHENG
TECHNOLOGY (SHENZHEN) CO., LTD., LIJIA
GAME PRODUCTION (JIANGSU) CO., LTD.,
LIKEIT STORE, LILIToy STORE, LITTLE STARS
MOTHER&BABY SUPPLIER STORE, LONG
SHENG TOY STORE, LONGYAN LANG LING
HENG CHUANG TRADING CO., LTD., LOVE LOVE
CHILDREN BABY STORE, LOVESONG STORE,
MAGICAL TRICKS STORE, MAKIKI STORE,
MAMI'S BABY STORE, MAYUSCULOS OJOS
STORE, MIDDLE, MILCEA GROBAL STORE,
MINGO STORE, MOMMY N BABY EVERY NICE
DAY STORE, MOTHER & CHILDREN CLOTHES
STORE, MY BABY GIRL STORE, NBJUSTIN
STORE, NINGBO EMBODY HOMEWARE CO.,
LTD., NINGBO GYL INTERNATIONAL TRADING
CO., LTD., NINGBO HUAMAO INTERNATIONAL
TRADING CO., LTD., NINGBO KELSUN INTL
TRADE CO., LTD., NINGBO LIJIA INDUSTRY CO.,
LTD., NINGBO SELLERS UNION CO., LTD.,
NINGBO YINZHOU BOTE SPRING ELECTRICAL
EQUIPMENT FACTORY, NINGBO ZHENRONG
INTERNATIONAL TRADING CO., LTD. (JUST IN),
PREGNANT CHILD BABY ACCESSORIES STORE,
PUJIANG SONDER CRAFT CO., LTD., PURPLE

STORE, SEE YOU AGAIN^_^, SHANGHAI WISDOM IMPORT AND EXPORT CO., LTD., SHANGHAI ZEBRAJOY GIFTS CO., LTD., SHANTOU BORONG TOYS CO., LTD., SHANTOU CHENGHAI BEIBEI TOYS, SHANTOU CHENGHAI BIG BAG TOYS COMPANY LIMITED, SHANTOU CHENGHAI HAODA TOYS CO., LTD., SHANTOU CHENGHAI HENGYA TOYS CO., LTD., SHANTOU CHENGHAI HENGYING TOYS CO., LTD., SHANTOU CHENGHAI HUIKE TOYS FIRM, SHANTOU CHENGHAI KAISHENGLONG TOYS FACTORY, SHANTOU CHENGHAI MAYA TOYS FACTORY, SHANTOU CHENGHAI PENGCHENG TOY IND. CO., LTD., SHANTOU CHENGHAI SHUNFENG CRAFT FACTORY, SHANTOU CHENGHAI SWEET BABY TOYS FIRM, SHANTOU CHENGHAI YAKAI TOYS FACTORY, SHANTOU CHENGHAI YAXING PLASTIC AND METAL MANUFACTORY, SHANTOU CHENGHAI YUANSHEG TOYS INDUSTRY CO., LTD., SHANTOU CHENGHAI YUEQI TOYS FIRM, SHANTOU CHENGJI TOYS & GIFTS CO., LTD., SHANTOU CINDA TOYS CO., LTD., SHANTOU CITY BHX TOYS CO., LTD., SHANTOU CITY CHENGHAI XINBOOMING TOYS FACTORY, SHANTOU CYBER TOYS BUSINESS, SHANTOU EVER PROSPEROUS TRADING CO., LTD., SHANTOU GUANGBAI CRAFTS & TOYS CO., LIMITED, SHANTOU H&C TOYS & CRAFTS MANUFACTORY, SHANTOU HONGNA CANDY TOYS CO., LTD., SHANTOU JINYU TRADING CO., LTD., SHANTOU KUNYANG TRADING CO., LTD., SHANTOU LIHUI TOYS CO., LTD., SHANTOU LONGHU XUCHANG TOYS FIRM, SHANTOU LUCKY TOYS & GIFT FIRM, SHANTOU MEGAFUN TOYS INDUSTRIAL LTD., SHANTOU MEIHUI TOYS CO., LTD., SHANTOU MINGTONG TOYS INDUSTRIAL CO., LTD., SHANTOU RONGHEQIANG TRADE CO., LTD., SHANTOU RUNFENDDA TOYS FIRM, SHANTOU SOUTH TOYS FACTORY, SHANTOU SUNNY TOYS INDUSTRIAL CO., LTD., SHANTOU TIANYI TOYS INDUSTRIAL CO., LTD., SHANTOU XINLIANG TOYS FACTORY, SHANTOU YICHENG TOYS FACTORY, SHANTOU YINGXING TOYS COMPANY LIMITED, SHANTOU ZHILETIAN

TOYS TRADING CO., LTD., SHAOXING
 JINLANGTE SPORTS GOODS CO., LTD.,
 SHAOXING YAONE GIFTS CO., LTD., SHENZHEN
 CITY BOTREE TOYS FACTORY, SHENZHEN E-
 18TH TECHNOLOGY CO., LTD., SHENZHEN
 EDUCATIONAL EQUIPMENT CO LTD,
 SHENZHEN FOCALVALUE TECHNOLOGY CO.,
 LTD., SHENZHEN GIFT JOINT PROMO CO., LTD.,
 SHENZHEN JYC TECHNOLOGY LTD. (BEAUTY
 CARE BRANCH), SHENZHEN SHENGMA
 HARDWARE SPRING CO., LTD., SHENZHEN
 WTYD TECHNOLOGY LIMITED, SHENZHEN X-
 WORLD TECHNOLOGY CO., LTD., SHGEZM TOY
 STORE, SHOP2784166 STORE, SHOP2919053
 STORE, SHOP3851047 STORE, SHOP4558035
 STORE, SICHUAN TRANMEC MACHINERY I/E
 CO., LTD., SIMPLE HAPPY LIFE, SURPRISE GIFTS
 STORE, WANJU STORE, WENLING BESTONE
 COMMODITY FACTORY, WUXI OCEAN IMPORT
 AND EXPORT CO., LTD., XIAMEN MINE
 TRADING CO., LTD., XINHENGXIN ELECTRONIC
 CO., LTD., Y&H TOY STORE, YIWU B&T CRAFTS
 & ARTS CO., LTD., YIWU BAY IMPORT AND
 EXPORT CO., LTD., YIWU CHANGQING TOYS
 CO., LTD., YIWU CHU TAI ART & CRAFTS CO.,
 LTD., YIWU CITY JO TOYS CO., LTD., YIWU
 HECHENG IMPORT & EXPORT CO., LTD., YIWU
 HUAGUDUO TOYS CO., LTD., YIWU JIANDU
 CRAFTS CO., LTD., YIWU LADSOUL GARMENT
 ACCESSORY CO., LTD., YIWU LINTAI IMPORT &
 EXPORT CO., LTD., YIWU PARTY UNION IMP &
 EXP CO., LTD., YIWU POWER IMPORT & EXPORT
 CO., LTD., YIWU QIDA HOUSEHOLD ITEMS
 FACTORY, YIWU QUANFA IMPORT & EXPORT
 COMPANY LIMITED, YIWU SHINCOO ART &
 CRAFTS CO., LTD., YUGUO BABY STORE,
 YUYAO XUEYOU TEACHING EQUIPMENT CO.,
 LTD., ZELA STOREM, ZHANGPING TK TOYS
 AND GIFTS CO., LTD. and ZHEJIANG LISHENG
 SPRING CO., LTD.,

Defendants

GLOSSARY


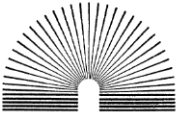
<u>Term</u>	<u>Definition</u>	<u>Docket Entry Number</u>
Plaintiff or Poof-Slinky	Poof-Slinky, LLC	N/A
Defendants	A.S. Plastic Toys Co., Ltd., Ali Fashioning Toy Store, Ali-Dream Toy Store, Ali-Jetting Toy Store, Amy & Benton Toys And Gifts Co., Ltd., Baby SHopping emm Store, Baby Toy City Store, Baby's Center Store, Baby-Toy World Store, Bala Baby First, BaoChenYi Store, BB2019 Store, Beauty & Attraction, Believe-Fly Trading (Toys) Co., Ltd. Shantou, Better Shop, Better Life, Bilidi Co., Ltd. Store, boxiangwanju Store, BTGEDTL Store, Buy in here Store, Changed Store, Chaozhou Burton Foodstuff Co., Ltd., Chaozhou Chaoan Happiness Foods Co., Ltd., Chaozhou Chaoan Lark Trade Co., Ltd., Cherr Toy Store, Child Wonderland Store, Children's Goods Store, Come On 2015, Curious&Promising BABY Store, Dalian Holy Trading Co., Ltd., Dongguan Bowen Electronic Technology Limited, Dongguan City Yisen Precision Hardware Spring Co., Ltd., Eleven 's House, Enjoying+UU Store, FairyToy Store, Friendship hxx Store, Funny Toy Store Store, GJCUTE Toy Store, goodgirl Store, GREAT INTERNATIONAL TOYS LIMITED, Guangdong Hershey Spring Industrial Co., Ltd., Guangdong K.Y.F Trading Co., Ltd., Habao Store, Hang Wing Plastic Industry Co., Ltd., Happiness Center Store, happydeal Store, Harbin Yuanlong Import and Export Trade Co., Ltd., Hefei Sai Bei Te Trading Co., Ltd., Hengjun Plastic Toys Manufactory, hhsmile Store, How do you do Store, Innocence paradise, Jiangxi Bolai Plastic Industry Co., Ltd., Jinjiang Superstarer Import & Export Co., Ltd., Jinming Toys & Crafts Imp.& Exp. Co., Ltd., Kids Playing Store, left magic trick Store, Lege Trick Factory Store, Leorx PlayToy Store, Licheng Technology (Shenzhen) Co., Ltd., Lijia Game Production (Jiangsu) Co., Ltd., Likeit Store, LiliTOY Store, Little Stars Mother&Baby Supplier Store, LONG SHENG TOY Store, Longyan Lang Ling Heng Chuang Trading Co., Ltd., Love Love children baby store, LoveSong Store, magical tricks Store, Makiki Store, MAMI'S BABY Store, Mayusculos Ojos Store, Middle, Milcea Grobal Store, MINGO Store, Mommy n Baby Every nice day Store, Mother & Children Clothes Store,	N/A

	<p>My Baby Girl Store, nbjustin Store, Ningbo Embody Homeware Co., Ltd., Ningbo GYL International Trading Co., Ltd., Ningbo Huamao International Trading Co., Ltd., Ningbo Kelsun Intl Trade Co., Ltd., Ningbo Lijia Industry Co., Ltd., Ningbo Sellers Union Co., Ltd., Ningbo Yinzhou Bote Spring Electrical Equipment Factory, Ningbo ZhenRong International Trading Co., Ltd. (JUST IN), Pregnant Child Baby Accessories Store, Pujiang Sonder Craft Co., Ltd., Purple Store, See you Again^_^, Shanghai Wisdom Import And Export Co., Ltd., Shanghai Zebrajoy Gifts Co., Ltd., Shantou Borong Toys Co., Ltd., Shantou Chenghai Beibei Toys, Shantou Chenghai Big Bag Toys Company Limited, Shantou Chenghai Haoda Toys Co., Ltd., Shantou Chenghai Hengya Toys Co., Ltd., Shantou Chenghai Hengying Toys Co., Ltd., Shantou Chenghai Huike Toys Firm, Shantou Chenghai Kaishenglong Toys Factory, Shantou Chenghai Maya Toys Factory, Shantou Chenghai Pengcheng Toy Ind. Co., Ltd., Shantou Chenghai Shunfeng Craft Factory, Shantou Chenghai Sweet Baby Toys Firm, Shantou Chenghai Yakai Toys Factory, Shantou Chenghai Yaxing Plastic And Metal Manufactory, Shantou Chenghai Yuansheng Toys Industry Co., Ltd., Shantou Chenghai Yueqi Toys Firm, Shantou Chengji Toys & Gifts Co., Ltd., Shantou Cinda Toys Co., Ltd., Shantou City BHX Toys Co., Ltd., Shantou City Chenghai Xinbooming Toys Factory, Shantou Cyber Toys Business, Shantou Ever Prosperous Trading Co., Ltd., Shantou Guangbai Crafts & Toys Co., Limited, Shantou H&C Toys & Crafs Manufactory, Shantou Hongna Candy Toys Co., Ltd., Shantou Jinyu Trading Co., Ltd., Shantou Kunyang Trading Co., Ltd., Shantou Lihui Toys Co., Ltd., Shantou Longhu XuChang Toys Firm, Shantou Lucky Toys & Gift Firm, Shantou Megafun Toys Industrial Ltd., Shantou Meihui Toys Co., Ltd., Shantou Mingtong Toys Industrial Co., Ltd., Shantou Rongheqiang Trade Co., Ltd., Shantou Runfendda Toys Firm, Shantou South Toys Factory, Shantou Sunny Toys Industrial Co., Ltd., Shantou Tianyi Toys Industrial Co., Ltd., Shantou Xinliang Toys Factory, Shantou Yicheng Toys Factory, Shantou Yingxing Toys Company Limited, Shantou Zhiletian Toys Trading Co., Ltd., Shaoxing Jinlangte Sports Goods Co., Ltd., Shaoxing Yaone Gifts Co., Ltd., Shenzhen City Botree Toys Factory, Shenzhen E-18th Technology Co., Ltd.,</p>	
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	<p>shenzhen educational equipment co ltd, Shenzhen Focalvalue Technology Co., Ltd., Shenzhen Gift Joint Promo Co., Ltd., Shenzhen JYC Technology Ltd. (Beauty Care Branch), Shenzhen Shengma Hardware Spring Co., Ltd., Shenzhen WTYD Technology Limited, Shenzhen X-World Technology Co., Ltd., SHgeZm Toy Store, Shop2784166 Store, Shop2919053 Store, Shop3851047 Store, Shop4558035 Store, Sichuan Tranmec Machinery I/E Co., Ltd., Simple Happy Life, Surprise Gifts Store, wanju Store, Wenling Bestone Commodity Factory, Wuxi Ocean Import and Export Co., Ltd., Xiamen MINE Trading Co., Ltd., Xinhengxin Electronic Co., Ltd., Y&H Toy Store, Yiwu B&T Crafts & Arts Co., Ltd., Yiwu Bay Import And Export Co., Ltd., Yiwu Changqing Toys Co., Ltd., Yiwu Chu Tai Art & Crafts Co., Ltd., Yiwu City JO Toys Co., Ltd., Yiwu Hecheng Import & Export Co., Ltd., Yiwu Huaguduo Toys Co., Ltd., Yiwu Jiandu Crafts Co., Ltd., Yiwu Ladsoul Garment Accessory Co., Ltd., Yiwu Lintai Import & Export Co., Ltd., Yiwu Party Union Imp & Exp Co., Ltd., Yiwu Power Import & Export Co., Ltd., Yiwu Qida Household Items Factory, Yiwu Quanfa Import & Export Company Limited, Yiwu Shincoo Art & Crafts Co., Ltd., YUGUO baby Store, Yuyao Xueyou Teaching Equipment Co., Ltd., Zela Storem, Zhangping TK Toys And Gifts Co., Ltd. and Zhejiang Lisheng Spring Co., Ltd.</p>	
Defaulting Defendants	<p>Ali Fashioning Toy Store, Ali-Dream Toy Store, Ali-Jetting Toy Store, Baby Toy City Store, Bala Baby First, BaoChenYi Store, BB2019 Store, Beauty & Attraction, , Better Shop, Better Life, Bilidi Co.,Ltd. Store, boxiangwanju Store, Buy in here Store, Changed Store, Chaozhou Burton Foodstuff Co., Ltd., Chaozhou Chaoan Happiness Foods Co., Ltd., Chaozhou Chaoan Lark Trade Co., Ltd., Cherr Toy Store, Child Wonderland Store, Children's Goods Store, Come On 2015, Dalian Holy Trading Co., Ltd., Dongguan Bowen Electronic Technology Limited, Dongguan City Yisen Precision Hardware Spring Co., Ltd., Eleven 's House, FairyToy Store, GJCUTE Toy Store, goodgirl Store, Guangdong K.Y.F Trading Co., Ltd., Habao Store, Hang Wing Plastic Industry Co., Ltd., Happiness Center Store, happydeal Store, Harbin Yuanlong Import and Export Trade Co., Ltd., Hefei Sai Bei Te Trading Co., Ltd., Innocence paradise, Jiangxi Bolai Plastic Industry Co., Ltd., Jinjiang Superstarer Import & Export Co.,</p>	N/A

	<p>Ltd., Jinming Toys & Crafts Imp.& Exp. Co., Ltd., Kids Playing Store, left magic trick Store, Leorx PlayToy Store, Licheng Technology (Shenzhen) Co., Ltd., Lijia Game Production (Jiangsu) Co., Ltd., Likeit Store, LiliTOY Store, LONG SHENG TOY Store, Love Love children baby store, LoveSong Store, magical tricks Store, Makiki Store, MAMI'S BABY Store, Mayusculos Ojos Store, Middle, Milcea Grobal Store, MINGO Store, Mommy n Baby Every nice day Store, Mother & Children Clothes Store, My Baby Girl Store, Ningbo Embody Homeware Co., Ltd., Ningbo GYL International Trading Co., Ltd., Ningbo Huamao International Trading Co., Ltd., Ningbo Lijia Industry Co., Ltd., Ningbo Sellers Union Co., Ltd., Ningbo Yinzhou Bote Spring Electrical Equipment Factory, Pregnant Child Baby Accessories Store, Pujiang Sonder Craft Co., Ltd., Purple Store, See you Again^_^, Shanghai Wisdom Import And Export Co., Ltd., Shanghai Zebrajoy Gifts Co., Ltd., Shantou Borong Toys Co., Ltd., Shantou Chenghai Beibei Toys, Shantou Chenghai Big Bag Toys Company Limited, Shantou Chenghai Hengying Toys Co., Ltd., Shantou Chenghai Huike Toys Firm, Shantou Chenghai Maya Toys Factory, Shantou Chenghai Shunfeng Craft Factory, Shantou Chenghai Yakai Toys Factory, Shantou Chenghai Yaxing Plastic And Metal Manufactory, Shantou Chengji Toys & Gifts Co., Ltd., Shantou Cinda Toys Co., Ltd., Shantou City BHX Toys Co., Ltd., Shantou Cyber Toys Business, Shantou Ever Prosperous Trading Co., Ltd., Shantou Guangbai Crafts & Toys Co., Limited, Shantou Hongna Candy Toys Co., Ltd., Shantou Lihui Toys Co., Ltd., Shantou Megafun Toys Industrial Ltd., Shantou Meihui Toys Co., Ltd., Shantou Rongheqiang Trade Co., Ltd., Shantou Runfendda Toys Firm, Shantou Sunny Toys Industrial Co., Ltd., Shantou Xinliang Toys Factory, Shantou Yicheng Toys Factory, Shantou Yingxing Toys Company Limited, Shaoxing Yaone Gifts Co., Ltd., Shenzhen City Botree Toys Factory, Shenzhen E-18th Technology Co., Ltd., shenzhen educational equipment co ltd, Shenzhen Focalvalue Technology Co., Ltd., Shenzhen JYC Technology Ltd. (Beauty Care Branch), Shenzhen Shengma Hardware Spring Co., Ltd., Shenzhen WTYD Technology Limited, SHgeZm Toy Store, Shop2784166 Store, Shop3851047 Store, Sichuan Tranmec Machinery I/E Co., Ltd., Simple</p>	
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	Happy Life, Surprise Gifts Store, wanju Store, Wuxi Ocean Import and Export Co., Ltd., Xiamen MINE Trading Co., Ltd., Y&H Toy Store, Yiwu Bay Import And Export Co., Ltd., Yiwu Huaguduo Toys Co., Ltd., Yiwu Jiandu Crafts Co., Ltd., Yiwu Ladsoul Garment Accessory Co., Ltd., Yiwu Lintai Import & Export Co., Ltd., Yiwu Party Union Imp & Exp Co., Ltd., Yiwu Quanfa Import & Export Company Limited, Yiwu Shincoo Art & Crafts Co., Ltd., Zela Storem and Zhejiang Lisheng Spring Co., Ltd.	
Alibaba	Alibaba.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
AliExpress	Aliexpress.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
Sealing Order	Order to Seal File entered on October 10, 2019	Dkt. 1
Complaint	Plaintiff's Complaint filed on October 10, 2019	Dkt. 5
Application	Plaintiff's <i>Ex Parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i>) and Defendants' Assets (as defined <i>infra</i>) with the Financial Institutions (as defined <i>infra</i>); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery filed on October 10, 2019	Dkts. 10-14
Conway Dec.	Declaration of Laurie Conway in Support of Plaintiff's Application	Dkt. 13
Scully Dec.	Declaration of Brieanne Scully in Support of Plaintiff's Application	Dkt. 14
Arnaiz Dec.	Declaration of Jessica Arnaiz in Support of Plaintiff's Application	Dkt. 12

TRO	1) Temporary Restraining Order; 2) Order Restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 3) Order to Show Cause Why a Preliminary Injunction Should Not Issue; 4) Order Authorizing Bifurcated and Alternative Service; and 5) Order Authorizing Expedited Discovery entered on October 10, 2019	N/A
PI Show Cause Hearing	October 24, 2019 hearing to show cause why a preliminary injunction should not issue	N/A
PI Order	January 13, 2020 Preliminary Injunction Order	Dkt. 29
User Accounts	Any and all websites and any and all accounts with online marketplace platforms such as Alibaba and/or AliExpress, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
Merchant Storefronts	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
Slinky Products	A precompressed helical spring toy that can perform a number of tricks, which come in a variety of sizes colors and materials that can light up and make noise	N/A
Slinky Marks	<p>U.S. Trademark Registration Nos: 5,286,991 for “” for a variety of goods in Class 28;</p> <p>2,402,881 for “” for a variety of goods in Class 28; and 1,455,493 for “SLINKY” for a variety of goods in Class 28</p>	N/A
Counterfeit Products	Products bearing or used in connection with the Slinky Marks, and/or products in packaging and/or containing labels and/or hang tags bearing the Slinky Marks, and/or bearing or used in connection with marks that are confusingly similar to the Slinky Marks and/or products	N/A

	that are identical or confusingly similar to the Slinky Products	
Infringing Listings	Defendants' listings for Counterfeit Products	N/A
Defendants' Assets	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)	N/A
Defendants' Financial Accounts	Any and all financial accounts associated with or utilized by any Defendants or any Defendants' User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)	N/A
Financial Institutions	Any banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), the Alibaba Group d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group), PingPong Global Solutions, Inc. ("PingPong") and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants	N/A
Third Party Service Providers	Online platforms, including, without limitation, those owned and operated, directly or indirectly by Alibaba and/or AliExpress, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise	N/A
Plaintiff's Motion for Default Judgment	Plaintiff's Application for an Order to Show Cause Why Default Judgment and a Permanent Injunction should not be entered Against Defaulting Defendants filed on January 22, 2021	Dkts. 53-56
Scully Aff.	Affidavit by Brienne Scully in Support of Plaintiff's Motion for Default Judgment	Dkt. 54

This matter comes before the Court by motion filed by Plaintiff for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement, trademark counterfeiting, false designation of origin, passing off and unfair competition and related state and common law claims arising out of Defaulting Defendants' unauthorized use of Plaintiff's Slinky Marks, without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.¹

The Court, having considered the Memorandum of Law and Affidavit of Brienne Scully in support of Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendant, the Certificates of Service of the Summons and Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. Defaulting Defendants' Liability

- 1) Judgment is granted in favor of Plaintiff on all claims properly pled against Defaulting Defendants in the Complaint;

II. Damages Awards

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that because it would serve both the compensatory and punitive purposes of the Lanham Act's prohibitions on willful infringement, and because Plaintiff has sufficiently set forth the basis for the statutory damages award requested in its Motion for Default Judgment, the Court finds such an award to be reasonable and Plaintiff is awarded statutory damages in the amount of \$50,000.00 against

¹ Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

each of the One Hundred Twenty-Three (123) Defaulting Defendants pursuant to Section 15 U.S.C. § 1117(c) of the Lanham Act (“Defaulting Defendants’ Individual Damages Award”), plus post-judgment interest, for a total of Six Million One Hundred Fifty Thousand Dollars (\$6,150,000.00);

III. Permanent Injunction

2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendant, its respective officers, agents, servants, employees, successors and assigns and all persons acting in concert with or under the direction of Defaulting Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this Order are permanently enjoined and restrained from:

- A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing one or more of the Slinky Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Slinky Marks;
- B. directly or indirectly infringing in any manner any of Plaintiff’s Slinky Marks;
- C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff’s Slinky Marks to identify any goods or services not authorized by Plaintiff;
- D. using any of Plaintiff’s Slinky Marks, or any other marks that are confusingly similar to the Slinky Marks on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;

- E. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants and Defaulting Defendants' commercial activities by Plaintiff;
- F. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to:
 - i. Defaulting Defendants' User Accounts and/or Merchant Storefronts;
 - ii. Defaulting Defendants' Assets; and
 - iii. the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products by Defaulting Defendants and by their respective officers, employees, agents, servants and all persons in active concert or participation with any of them; and
- G. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

- 2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants must deliver up for destruction to Plaintiff any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation, the Slinky Marks, or bear any marks that are confusingly similar to the Slinky Marks pursuant to 15 U.S.C. § 1118;
- 3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Third Party Service Providers and Financial Institutions are permanently enjoined and restrained from:
 - A. secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of the Defaulting Defendants' Frozen Assets from or to Defaulting Defendants' Financial Accounts until further ordered by this Court;
 - B. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to Defaulting Defendants' Frozen Assets and Defaulting Defendants' Financial Accounts;
 - C. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(2) and III(3)(A) through III(3)(B) above through III(4)(A) below.
- 4) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Third Party Service Providers are permanently enjoined and restrained from:
 - A. providing services to Defaulting Defendants and Defaulting Defendants' User Accounts and Merchant Storefronts, including, without limitation, continued operation of Defaulting Defendants' User Accounts and Merchant Storefronts; and

B. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(2) and III(3)(A) through III(3)(B) above through III(4)(A) above.

IV. Temporary Continuance of Asset Restraint

- 1) IT IS FURTHER ORDERED, as sufficient cause has been shown, that the Defendants are forbidden to make or suffer any sale, assignment, transfer or interference with any property in which they have an interest, except as set forth in subdivisions (h) and (i) of Section 5222 of the CPLR, for a thirty (30) day period after the entry of this Order.

V. Post-Judgment Asset Restraint and Transfer Order Pursuant to Rules 64, Rule 65, 15 U.S.C. § 1116(a) and this Court's Inherent Equitable Powers

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with Rule 64 of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116(a) and this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final relief, and given the difficulties Plaintiff would have enforcing this Order, Defaulting Defendants' Frozen Assets from Defaulting Defendants' Frozen Accounts, are, to the extent that a given Defaulting Defendants' Frozen Assets equal Defaulting Defendants' Individual Damages Award, hereby released and transferred to Plaintiff as full satisfaction of Defaulting Defendants' Individual Damages Awards for that Defaulting Defendant, and those Defaulting Defendants' Frozen Assets shall be transferred by the Financial Institutions to Plaintiff through Plaintiff's counsel within twenty (20) business days following the service of this Order, and upon receipt by Plaintiff's counsel of such Defaulting Defendants' Frozen Assets in full satisfaction of Defaulting Defendants' Individual Damages Awards, the Financial Institution(s) holding that Defaulting Defendants' Frozen Assets and Defaulting Defendants' Frozen Accounts may unfreeze that Defaulting Defendants' Frozen Assets and Defaulting Defendants' Frozen

Accounts. To the extent that Defaulting Defendants' Frozen Assets are less than Defaulting Defendants' Individual Damages Awards, that Defaulting Defendants' Frozen Assets are hereby released and transferred to Plaintiff as partial satisfaction of Defaulting Defendants' Individual Damages Awards for that Defaulting Defendant and those Defaulting Defendants' Frozen Assets shall be transferred by the Financial Institutions to Plaintiff through Plaintiff's counsel within twenty (20) business days following the service of this Order, and

- 2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with Rule 64, Rule 65, 15 U.S.C. § 1116(a) and this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final relief, and given the difficulties Plaintiff would have enforcing this Order, the Court also hereby grants Plaintiff's request for a post-judgment restraining order continuing the attachment of each Defaulting Defendants' Frozen Assets until Plaintiff has recovered the full payment of Defaulting Defendants' Individual Damages Awards owed to it by that Defaulting Defendants under this Order, or until further order of this Court; and
- 3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with Rule 64, Rule 65, 15 U.S.C. § 1116(a) and this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final relief, and given the difficulties Plaintiff would have enforcing this Order, until Plaintiff has recovered the full payment of Defaulting Defendants' Individual Damages Awards owed to them by any Defaulting Defendant under this Order, in the event that Plaintiff discovers new and/or additional Defaulting Defendants' Assets (whether said assets are located in the U.S. or abroad) and/or Defaulting Defendants' Financial Accounts (whether said account is located in the U.S. or abroad) ("Defaulting Defendants' Additional Assets" and "Defaulting Defendants' Additional Financial Accounts,"

respectively), Plaintiff shall have the ongoing authority to serve this Order on any Financial Institutions controlling or otherwise holding such Defaulting Defendants' Additional Assets and/or Defaulting Defendants' Additional Financial Accounts ("Financial Institutions Holding Defaulting Defendants' Additional Assets and/or Financial Accounts");

- A. Upon notice of this Order, Financial Institutions Holding Defaulting Defendants' Additional Assets and/or Financial Accounts shall immediately locate Defaulting Defendants' Additional Financial Accounts, attach and restrain such Defaulting Defendants' Additional Assets in Defaulting Defendants' Additional Financial Accounts from being secreted, concealed, transferred or disposed of or withdrawn; and
- B. After twenty (20) business days following the service of this Order on Financial Institutions Holding Defaulting Defendants' Additional Assets and/or Financial Accounts, Financial Institutions Holding Defaulting Defendants' Additional Assets and/or Financial Accounts shall transfer all of Defaulting Defendants' Additional Assets to Plaintiff as partial or full satisfaction of Defaulting Defendants' Individual Damage Awards, unless Defaulting Defendants have filed with this Court and served upon Plaintiff's counsel a request that such Defaulting Defendants' Additional Assets be exempted from this Order.

VI. Miscellaneous Relief

- 1) Defaulting Defendants may, upon proper showing and two (2) business days written notice to the Court and Plaintiff's counsel, appear and move for dissolution or modification of the provisions of this Order concerning the restriction or restraint of Defaulting Defendants' Frozen Assets, Defaulting Defendants' Additional Assets and/or Defaulting Defendants' Additional Financial Accounts;

- 2) Any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property;
- 3) The Court releases the Five Thousand U.S. Dollar (\$5,000.00) security bond that Plaintiff submitted in connection with this action to counsel for Plaintiff, Epstein Drangel, LLP, 60 East 42nd Street, Suite 2520, New York, NY 10165; and
- 4) This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.

SO ORDERED.

SIGNED this ____ day of _____, 2021, at _____.m.

HON. EDGARDO RAMOS
UNITED STATES DISTRICT JUDGE